

United States Bankruptcy Court

District of Nevada, Las Vegas Division

In re Diana M Winder ,

Case No. 1032298

TRANSFER OF CLAIM FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(4), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Bank of New York as trustee for CWALT 2005-83CB c/o Shellpoint Mortgage Servicing

Bank of America, N.A.

Name of Transferee

Name of Transferor

Name and Address where notices to transferee should be sent:

Bank of New York as trustee for CWALT 2005-83CB c/o Shellpoint Mortgage Servicing

P.O. Box 10826

Greenville, SC 29603

Phone: (800)365-7107

Last Four Digits of Acct #: 4675

Court Claim # (if known): 15

Amount of Claim: \$ 228,792.71

Date Claim Filed: 5/14/2013

Phone: (602)255-600

Last Four Digits of Acct #: 5775

Name and Address where transferee payments should be sent (if different from above):

Phone:

Last Four Digits of Acct #: 4675

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /S/Michelle Mastandrea

Date: 7/14/2014

Transferee/Transferee's Agent

(2)

Inst #: 201102230000003

Fees: \$15.00

N/C Fee: \$0.00

02/23/2011 07:51:14 AM

Receipt #: 684538

Requestor:

ORION FINANCIAL GROUP INC

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

PREPARED BY & RETURN TO:

M. E. Wileman

Orion Financial Group, Inc.

2860 Exchange Blvd. # 100

Southlake, TX 76092

Parcel # 140-06-717-043

Assignment of Mortgage

Send Any Notices to Assignee.

For Valuable Consideration, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR COUNTRYWIDE KB HOME LOANS, A COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES G4318 Miller Road, Flint, MI 48507 (Assignor) by these presents does assign and set over, without recourse, to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-83CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-83CB 1757 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by DIANA M WINDER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR COUNTRYWIDE KB HOME LOANS, A COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES. Said mortgage Dated: 10/14/2005 is recorded in the State of NV, County of Clark on 10/20/2005, Book 20051020 Instrument# 0002766 AMOUNT: \$ 226,473.00 Property Address: 3974 SPRUCE FERN LN, LAS VEGAS, NV 89115

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer. Executed on: 1/20/2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR COUNTRYWIDE KB HOME LOANS, A COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES

By:

Nicholas Clavadetscher
Certifying Officer



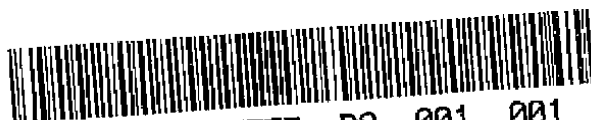
WINDER YMG

4102-N-0094 MIN

100015700059649786 MERS Phone 888-679-6377

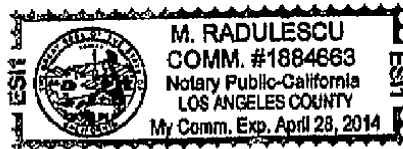
NV Clark

NBS/ASMT/BAC



610 114405775 D8 001 001

State of California, County of Ventura
On 1/20/11, before me, the undersigned, Nichole Clavadetscher, who acknowledged that
he/she is Certifying Officer of/ for MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR COUNTRYWIDE KB HOME LOANS, A
COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES and that he/she executed the foregoing
instrument and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS NOMINEE FOR COUNTRYWIDE KB
HOME LOANS, A COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES.



M. Radulescu
Notary public, M. RADULESCU
My commission expires: 04-28-2014

MAIL TAX BILL TO:

DIANA M WINDER Property Address: 3974 SPRUCE FERN LN, LAS VEGAS, NV 89115

4102-N-0094 MIN [REDACTED] 9786 MERS Phone 888-679-6377
NV Clark NBS/ASMT/BAC

<DOCUMENT>

<TYPE>EX-99.1

<SEQUENCE>2

<FILENAME>efc6-0258_ex991.txt

<TEXT>

EXHIBIT 99.1

6

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EXECUTION COPY

=====

CWALT, INC.,

Depositor

COUNTRYWIDE HOME LOANS, INC.,

Seller

PARK GRANADA LLC,

Seller

PARK MONACO INC.,

Seller

PARK SIENNA LLC,

Seller

COUNTRYWIDE HOME LOANS SERVICING LP,

Master Servicer

and

THE BANK OF NEW YORK,

Trustee

POOLING AND SERVICING AGREEMENT

Dated as of December 1, 2005

ALTERNATIVE LOAN TRUST 2005-83CB

MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-83CB

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<PAGE>

<TABLE>

<CAPTION>

Table of Contents

Page

ARTICLE I
DEFINITIONS

ARTICLE II
CONVEYANCE OF MORTGAGE LOANS; REPRESENTATIONS AND
WARRANTIES

<S>	<C>
SECTION 2.01.	Conveyance of Mortgage
Loans.....	II-1
SECTION 2.02.	Acceptance by Trustee of the Mortgage
Loans.....	II-4
SECTION 2.03.	Representations, Warranties and Covenants of the Sellers and
Master Servicer.....	II-6
SECTION 2.04.	Representations and Warranties of the Depositor as to the Mortgage
Loans.....	II-8
SECTION 2.05.	Delivery of Opinion of Counsel in Connection with
Substitutions.....	II-9
SECTION 2.06.	Execution and Delivery of
Certificates.....	II-9
SECTION 2.07.	REMIC
Matters.....	II-9
SECTION 2.08.	Covenants of the Master
Servicer.....	II-10

ARTICLE III
ADMINISTRATION AND SERVICING OF MORTGAGE LOANS

SECTION 3.01.	Master Servicer to Service Mortgage
Loans.....	III-1
SECTION 3.02.	Subservicing; Enforcement of the Obligations of
Subservicers.....	III-2
SECTION 3.03.	Rights of the Depositor and the Trustee in Respect of the Master
Servicer.....	III-2

March 10, 2014 10:41:04 AM

Rec:\$15.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

LIMITED POWER OF ATTORNEY**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT, BANK OF AMERICA, N.A., a national banking association ("Servicer"),¹ by these presents does hereby make, constitute and appoint New Penn Financial LLC dba Shellpoint Mortgage Servicing, a North Carolina limited liability company ("Subservicer"), Servicer's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Servicer's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Flow Subservicing Agreement dated as of September 10, 2012 (the "Agreement"), by and between Servicer and Resurgent Capital Services, LP dba Resurgent Mortgage Servicing, under the terms of which Subservicer has the duty to provide servicing, administration, management and disposition services with respect to certain mortgage loans (such loans, the "Loans") serviced by Servicer.² Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage").

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Servicer or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Servicer as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP.

² Effective February 1, 2014, Resurgent Capital Services, LP assigned all of its rights and delegated all of its performance under the Agreement to Subservicer.

provided, however, that nothing herein shall permit Subservicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Servicer. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse."


With respect to the Actions, Servicer gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.


Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Servicer or be construed to create a duty of Servicer to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Servicer, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Servicer, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of California without regard to conflicts of law principles of such state.

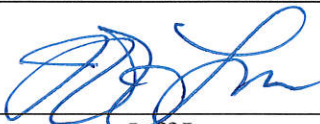
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IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 6th day of March, 2014.

BANK OF AMERICA, N.A.

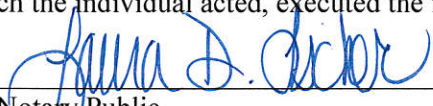
By: 
Name: Lee Wardlow
Title: Senior Vice President

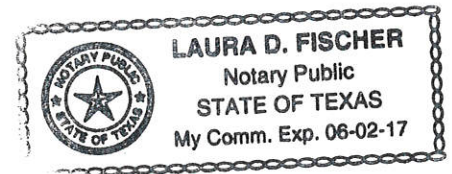
Witness: 
Name: Justin Dahl
Title: Senior Vice President

Witness: 
Name: Jeff Lopes
Title: Senior Vice President


STATE OF TEXAS :
: ss.
COLLIN COUNTY :

On the 6th day of March in the year 2014, before me, the undersigned, personally appeared Lee Wardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My commission expires: June 2, 2017



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2014015718 Book: DE 2440 Page: 2452-2454
March 10, 2014 10:41:04 AM



SHELLPOINT MORTGAGE SERVICING
P.O. Box 10826
Greenville, SC 29603-0826

Phone Number: (800) 365-7107
Fax: (866) 476-3705
e-Mail: mtgbk@shellpointmtg.com

RE:Winder
10-32298

PROOF OF SERVICE

I certify that a copy of the foregoing documents were served upon the following persons electronically or by mail via the U.S. Postal Service, postage prepaid or by personal delivery, at their scheduled addresses on this day, July 14, 2014.

U.S. Bankruptcy Court
300 Las Vegas Blvd. South
Las Vegas, NV 89101

GEORGE HAINES
HAINES & KRIEGER, LLC
5041 N. RAINBOW BLVD.
LAS VEGAS, NV 89123-

Kathleen A Leavitt
201 Las Vegas Blvd
SO#200
Las Vegas, NV 89101

/s/ Michelle Mastandrea